

UNITED STATES DISTRICT COURT
DISTRICT OF SOUTH DAKOTA
WESTERN DIVISION

FILED

JAN 06 2012


CLERK

LARENE D. GRONDAHL,)

Plaintiff,)

Civ. 12- 5002

v.)

HARTFORD LIFE AND)
ACCIDENT INSURANCE)
COMPANY,)

Defendant.)
_____)

Complaint

1. This case arises from a group disability contract that Hartford Life and Accident Insurance Company issued to Regional Health during Larene Grondahl's employment by Regional Health in Rapid City.

2. The policy was part of an ERISA plan.

3. Defendant is "found" in South Dakota within the meaning of 29 U.S.C. § 1132(e)(2).

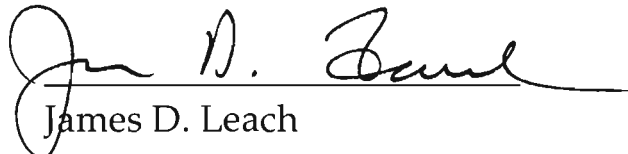
4. Grondahl is disabled within the meaning of the plan.

5. Defendant wrongfully terminated Grondahl's disability benefits.
6. Grondahl exhausted her remedies under the plan.
7. The court has jurisdiction under 29 U.S.C. § 1132(a).

Wherefore, plaintiff prays:

1. For recovery of benefits due under the terms of the plan, to enforce her rights under the terms of the plan, and to clarify her rights to future benefits under the terms of the plan;
2. For reasonable attorney's fees and costs; and
3. For such other and further relief as the Court deems just.

Dated: January 6, 2012

A handwritten signature in black ink, appearing to read "Jim D. Leach", written over a horizontal line.

James D. Leach

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